REGICARGO — GENERAL TERMS AND CONDITIONS

Version 1.0 — January 2026

1. Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

"RegiCargo" or "Platform": the online marketplace operated by RegiCargo B.V. that enables users to post cargo offers, post available capacity offers, and exchange transport proposals.

"User": a natural person or legal entity registered on the Platform and using RegiCargo services.

"Company": a legal entity (e.g., corporation, enterprise) that registers and to which Users may belong.

"Marketplace": the functionality of the Platform enabling Users to post and view cargo offers, capacity offers, and capacity requests.

"Cargo Offer" or "Offer": a post on the Marketplace from a shipper requesting transport of goods.

"Capacity Offer": a post on the Marketplace from a carrier advertising available vehicle capacity.

"Capacity Request": a post from a shipper requesting transport capacity with specific requirements.

"Proposal": a request from one party to another to perform transport at a proposed rate.

"Trip": a confirmed transport assignment following acceptance of a Proposal.

"GPS Data": location data (latitude, longitude, accuracy, speed, heading, timestamp) collected by the Vehicle of a Driver during an active Trip.

"Document": proof of delivery (CMR, photos, signatures, etc.) uploaded by Users.

"Verification": the process by which RegiCargo confirms a Company's identity and legitimacy through official business registers (e.g., Dutch KvK).

"Suggestion": a recommendation generated by the matching algorithm of potential cargo matches, ranked by quality.

"Driver": a person operating a Vehicle and submitting GPS location data during Trips.

"Vehicle": a vehicle registered by a Company (license plate, make, model, type).

2. Applicability and Effectiveness of These Terms

2.1 These General Terms and Conditions apply to all Users of the RegiCargo Platform and to all transactions and services via the Platform. By registering on the Platform, You fully accept these Terms.

2.2 RegiCargo is an online marketplace connecting freight shippers and transport carriers. The transport contract is concluded directly between the shipper and carrier. RegiCargo is not a party to transport contracts and acts solely as an intermediary to introduce parties and facilitate negotiations.

2.3 These Terms apply to the territory of the Netherlands and the European Union. RegiCargo operates under Dutch law and is subject to the laws of the Netherlands.

2.4 Should any provision of these Terms be invalid, the remaining provisions shall remain fully in force.

3. Registration, Verification, and Account Management

3.1 Company Registration. Users register on behalf of their Company. RegiCargo collects company data including company name, KvK (Chamber of Commerce) number, VAT number, contact person, email address, phone number, and full address.

3.2 Verification Process. RegiCargo conducts a verification process by checking registered company data against official business registers. The Company is marked as "verified" or "rejected". Verified status

indicates that RegiCargo has confirmed the Company's business identity but does NOT guarantee creditworthiness, solvency, or fulfillment of obligations.

3.3 Account Management. The User is responsible for maintaining the confidentiality of login credentials and safely managing the account. All account activity is attributable to the account holder. Users must immediately inform RegiCargo of any unauthorized account access.

3.4 Account Roles. RegiCargo recognizes the following roles: Company Admin (full control of company data and users), Dispatcher (manages offers and proposals), Driver (executes Trips and submits GPS data), and Platform Admin (RegiCargo staff with verification and administrative rights).

4. Services

4.1 Marketplace. RegiCargo provides an online Marketplace where Users can:

- Post cargo offers with details such as loading and unloading addresses, weight, volume, required vehicle type, delivery time windows, and pricing model.
- Post capacity offers with vehicle type, available capacity, current location, and destination.
- Submit capacity requests with specific transport needs.
- View and filter posts via map and list views with multi-select filtering.

4.2 Matching & Suggestions. RegiCargo provides an automated Matching Engine that analyzes new offers and generates Suggestions based on:

- Corridor proximity (default 15 km search radius)
- Overlap of delivery time windows
- Vehicle type compatibility
- Weight and volume fit and equipment requirements

Suggestions are ranked with quality labels (excellent / good / possible / weak) and are advisory only. A human always determines whether and which Proposal is sent or accepted.

4.3 Proposal Workflow. Users can send Proposals with proposed rates and delivery times. The receiver may accept, reject, or counter. Acceptance of a Proposal automatically converts it into a Trip. Email notifications are sent to both parties.

4.4 Trip Management. Trips progress through a defined status lifecycle: confirmed → driver assigned → en route to pickup → arrived at pickup → loading → en route to delivery → arrived at delivery → unloading → completed. Exceptions can be flagged with type and notes.

4.5 GPS Tracking. During active Trips, the Platform collects GPS location data initiated by Drivers (latitude, longitude, accuracy, speed, heading, timestamp). GPS Data is immutable (append-only), cannot be modified or deleted, and serves as an incontestable audit trail for dispute resolution. Shippers and company admins have access to this data.

4.6 Document Management. Users may upload proof of delivery: CMR loading documents, CMR unloading documents, photos, signatures, and supporting documents. All documents are immutable and are asynchronously scanned for viruses (status: pending / clean / infected / error). Documents are retained for dispute resolution.

4.7 Reporting & Analytics. Companies see a Reporting Dashboard with:

- Kilometer reduction versus solo-transport baseline
- CO■ footprint calculation
- Trip statistics (completed, pending, exceptions)

4.8 WhatsApp Sharing. Users can share offers via WhatsApp links generated client-side. RegiCargo does not use WhatsApp API.

5. User Roles and Permissions

5.1 Company Admin: full control over company profile, Users, Drivers, Vehicles, Offers, Proposals, Trips, and GPS tracking. Authorized to negotiate and accept Proposals.

5.2 Dispatcher: can create/edit/delete Offers, manage Proposals, assign Trips, and view GPS tracking. No company or User management.

5.3 Driver: has access to assigned Trips, can update Trip status, submit GPS locations, and upload proof documents.

5.4 Platform Admin: RegiCargo personnel with authority for company verification, subscription management, vehicle-type catalog, and audit logs.

6. User Obligations

6.1 Truthful Data. Users warrant that all provided data (company name, KvK, contact details, vehicle data) is truthful, complete, and accurate. Misrepresentation or false registration may result in account suspension or deletion.

6.2 Transport Licenses. Carriers must hold a valid Dutch NIWO license (or equivalent EU license) and CMR insurance. Failure to maintain these may result in account suspension.

6.3 GPS Consent. Companies must ensure Drivers are informed about GPS data collection and obtain explicit consent. For employees, consultation with the works council must occur where applicable under Dutch privacy law.

6.4 No Scraping or Automated Extraction. Users must not scrape, crawl, or extract data from the Platform via automation without written RegiCargo consent.

6.5 No Credential Sharing. Login credentials must not be shared or transferred. All account use is attributable to the User.

6.6 Legal Compliance. Users warrant compliance with all applicable transport, privacy, and competition laws.

7. Role of RegiCargo

7.1 Intermediary. RegiCargo acts solely as an intermediary facilitating introduction and negotiation. RegiCargo is not a party to any transport contract and does not offer transport services.

7.2 No Payment Processing. RegiCargo does not process payments in-platform. Rates are negotiated between parties; settlement occurs outside the Platform. Subscription billing is managed externally.

7.3 Verification ≠ Guarantee. Company Verification means RegiCargo has confirmed business identity. This does NOT guarantee creditworthiness, solvency, safety, competence, or fulfillment of User obligations.

7.4 No Dispute Resolution. RegiCargo is not a party to transport contracts and does not mediate disputes between shippers and carriers. Disputes are resolved directly between parties.

7.5 Platform Availability. RegiCargo strives for continuous availability but guarantees no fault-free operation. Maintenance and updates may cause interruptions.

8. Suggestions and Matching

8.1 Advisory Nature. All Suggestions generated by the Matching Engine are advisory and serve only to support human decision-making.

8.2 Human Confirmation Required. No transport Proposal is auto-generated or sent without human review and approval by an authorized person.

8.3 No Automated Decisions with Legal Effect. In accordance with GDPR Article 22, RegiCargo does not take automated decisions with legal or similarly significant consequences for Users. Matching Suggestions create no obligation to act.

8.4 No Match Quality Guarantee. RegiCargo does not guarantee that Suggestions result in accepted Proposals or successfully completed Trips. Matching criteria may contain inaccuracies.

9. Documents and GPS Data

9.1 Immutability. All documents and GPS data are immutable (append-only). Once uploaded, data cannot be modified or deleted.

9.2 Audit Trail. GPS data, documents, and Trip status transitions form an incontestable audit trail for dispute resolution. This data is retained for legal reference.

9.3 Virus Scanning. All uploaded documents undergo asynchronous virus scanning. Infected files are flagged; Users cannot download them.

9.4 Storage. Documents are stored via Laravel Storage with file-path references. We provide no guarantee of physical redundancy or backup recovery.

10. Subscriptions and Fees

10.1 Subscription Status. Companies have a subscription status: inactive, active, or suspended. Status determines Platform access.

10.2 External Billing. Subscription billing and payment are managed externally. RegiCargo does not process payments in-platform (no PCI compliance required).

10.3 Invoice Address. Users provide an invoice address for external invoicing. This address may not be shared without consent.

10.4 Suspension. Unpaid subscriptions may be suspended; suspended accounts have limited Platform access.

11. Intellectual Property

11.1 Platform Ownership. The software, interface, algorithms, branding, and content of RegiCargo are owned by RegiCargo B.V. or its licensors. All rights reserved.

11.2 User Content. Users retain ownership of their posts, Offers, and documents. By submitting them, Users grant RegiCargo a non-exclusive, royalty-free license for platform management, matching, and reporting.

11.3 No Copying. Copying, replicating, or emulating Platform functionality without consent is prohibited.

12. Liability

12.1 No Guarantee of User Performance. RegiCargo does not guarantee that other Users fulfill contractual obligations, are financially stable, or act honestly.

12.2 No Liability for User Disputes. RegiCargo is not liable for disputes between Users, non-performance of transport contracts, cargo damage, or cargo loss.

12.3 Matching Disclaimer. RegiCargo makes no warranty that Suggestions are accurate, complete, or useful. Users conduct independent checks before sending or accepting Proposals.

12.4 Data Processing. RegiCargo is not liable for errors in address, weight, or capacity data provided by Users.

12.5 Limitation of Liability. Except as required by applicable law, RegiCargo's liability is limited to direct damages and shall not exceed the User's subscription amount in the preceding 12 months.

12.6 No Liability for GPS Accuracy. GPS data may contain inaccuracies due to signal, atmospheric conditions, or device. RegiCargo is not liable for navigation or location errors.

13. Duration and Termination

13.1 Duration. These Terms are effective as long as an account remains active.

13.2 Termination by User. A User may close his account at any time by notifying RegiCargo in writing.

13.3 Termination by RegiCargo. RegiCargo may close the account without notice for breach of these Terms, fraudulent activity, non-payment, or harmful conduct.

13.4 Data Retention. Following termination, data is retained in accordance with applicable privacy laws and for dispute resolution purposes.

14. Final Provisions

14.1 Governing Law. These Terms are governed by and construed under Dutch law.

14.2 Jurisdiction. Disputes shall be submitted to the competent courts of the Netherlands.

14.3 Amendments. RegiCargo may amend these Terms at any time. Users are notified by email; continued use means acceptance.

14.4 DSA Compliance. RegiCargo complies with the EU Digital Services Act (DSA) through moderation, transparency obligations, and dispute resolution.

14.5 Contact. For legal inquiries, contact RegiCargo B.V., KvK [KvK Number], [Address], email [email address].

Effective Date: January 1, 2026